

**AGREEMENT
BETWEEN
THE COUNTY OF HUDSON
-and-
UNITED NURSES ORGANIZATION/1199J**

July 1, 2006 through June 30, 2011

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THIS AGREEMENT, dated July 1, 2006 is entered into by and between the COUNTY OF HUDSON, hereinafter known and designated as the "COUNTY" and the members of the UNITED NURSES ORGANIZATION/1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES/AFSCME – AFL-CIO, hereinafter known and designated as the "Union" for the duration July 1, 2006 to June 30, 2011.

INTRODUCTORY STATEMENT

The within Agreement is made to effectuate the policy of the “New Jersey Employer Employee Relations Act” as amended, N.J.S.A. 34: 13A-1et seq., and to formalize agreements reached through negotiations conducted in good faith between the County and the Union with respect to terms and conditions of employment.

W I T N E S S E T H:

“WHEREAS, said parties have as their purpose the promotion of harmonious relations between the County and the Union, the mutual concern for patient care, the establishment of an equitable, peaceful and speedy procedure for the resolution of differences and to the end that continuous and efficient services will be rendered, this Agreement is created.”

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties here to agree as follows:

ARTICLE I

UNION RECOGNITION

Section 1. This County hereby recognizes the Union as the sole and exclusive representative of all licensed practical nurses including senior practical nurses and all registered nurses, including graduate nurses and head nurses and nurses with appropriate certifications in tuberculosis case management, infection control and psychiatric care employed by the County of Hudson, excluding the Director of Nursing, Assistant Director of Nursing, and Nursing Supervisors.

ARTICLE II

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The provisions of this Agreement shall be applied equally to all Employees, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation or political affiliation

Section 2. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Union, or by the Union's representatives against any employee because of nonmembership in the Union.

ARTICLE III

UNION NOTIFICATION

Section 1. The Union shall be notified at the hospital's earliest convenience of proposed new rules and modifications of existing rules governing working conditions.

Section 2. The County agrees to notify the Union of all newly hired employees, their addresses, and salaries, and to forward the names of terminated employees and employees granted leaves of absence.

The notice provisions of this section are only applicable to those titles and/or positions that are covered by this Bargaining Unit Agreement.

ARTICLE IV

DUES CHECK OFF

Section 1. The County agrees to deduct Union membership dues twice monthly from the salary of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for checkoff must be received in writing by the County and the Union by July 1 or January 1 and filing of notice of withdrawal shall be effective to stop deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

Section 3. Employees who return from leave of absence shall be restored to dues deduction automatically, as if they were on dues deduction previous to their leave.

Section 4. Agency Shop.

A. Upon the request of the Union, the County shall deduct a representation fee from the wages of each employee who is not a member of the Union but in a title and/or position otherwise covered by this Bargaining Unit Agreement.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into the unit.

C. The amount of said representation fee shall be certified to the County by the Union, to comply with N.J.S.A. 34:13A-5.5(b), which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

D. The Union agrees to indemnify and hold the County harmless against any liability, cause of action, or claims of loss, whatsoever, arising as a result of said deductions.

E. The County shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6 and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the County shall immediately cease making said deductions.

ARTICLE V

SENIORITY

Section 1. Definition.

- A. Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity in the County.
- B. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification, within the County, and within the employees Department.

Section 2. Seniority is understood to be interpreted and applied in accordance with the New Jersey Department of Personnel Statutes, Rules and Regulations.

Section 3. Loss of Seniority

An employee's seniority shall be lost when he/she:

- A. Voluntarily resigns.
- B. Is discharged for just cause.
- C. Willfully exceeds an official leave of absence.
- D. Is laid off for a period of one (1) year, or a period as provided for by New Jersey Department of Personnel rules and regulations, whichever is greater.
- E. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall, or within ten (10) days of the mailing of the certification of recall, to the employee's last known address, unless the employee has a valid reason for inability to respond.

F. Is absent for five (5) consecutive days without prior notice or prior authorization, or fails to return to work within five (5) days of the conclusion of an authorized leave of absence.

Section 4. For the purposes of this contract section only, Bargaining Unit Seniority shall prevail at all times in connection with vacation and holidays.

Section 5. All things being equal, classification seniority shall prevail in making assignments, supervision and Head Nurse relief and to shifts.

Section 6. For purposes of definition, in all cases where New Jersey Department of Personnel Law does not pertain, seniority shall begin from the first day of employment as to Bargaining Unit seniority and from the first day in title as to classification seniority.

Section 7. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

Section 8. Full time nurses shall have seniority over part-time nurses with regard to vacations and holidays.

ARTICLE VI

TEMPORARY STATUS

Section 1. Part-time nurse shall mean any nurse working less than forty (40) hours in one week.

Section 2. Benefits for part-time personnel shall be prorated, i.e., vacation, sick leave, differential holidays, and uniform allowance. This Article shall apply to personnel who work twenty (20) or more hours weekly. This Article shall not apply to nurses hired on a per diem basis.

ARTICLE VII

VACANCIES AND NEWLY-CREATED POSITIONS

Section 1. Vacancies and newly created positions will be posted on all bulletin boards in all work locations where Bargaining Unit employees are assigned.

A. Only employees who are qualified for the vacant or newly created positions will be considered. The County will determine employees' qualifications and appoint the employee(s) the County deems most qualified to hold the position(s).

B. In cases where qualified employees' qualifications are deemed by the County to be equal, employees will be appointed in order of seniority as defined in this collective negotiations agreement.

C. Vacancy and newly created position notices will be displayed for five (5) business days. These notices shall include the necessary qualifications for the position.

D. Employees who desire to respond to such a notice shall submit written applications to the County Personnel Department not later than five (5) calendar days after the final day of posting.

E. Employees may bid on available vacancies in non-union titles and titles contained in other bargaining units. Vacancy notices will be displayed on all bulletin boards in work locations where employees represented by this bargaining unit are assigned, unless such posting is prohibited by the County's collective negotiations agreement(s) with the union(s) that represent(s) the vacant position(s).

- i. Only employees who are qualified for the vacant positions will be considered.
- ii. The County will determine employees' qualifications, and appoint the person the County deems most qualified to hold the position (s).
- iii. Employees eligibility for positions represented by other unions is subject to any limitations contained in the other unions' contracts and/or contained in any practice established under the other unions' contracts.
- iv. Vacancy notices will be displayed for five (5) business days unless otherwise provided for in the contract of the union that represents the posted position.
- v. Employees shall not be permitted to bid on vacancies in positions in the unclassified service for which approval of the Board of Chosen Freeholders for appointment is required by law; on vacancies in non-negotiating unit positions in Judiciary or in the Offices of the Sheriff, Prosecutor, Register, County Clerk, Surrogate or any constitutional officer; or, on vacancies in positions in any independent authority or agency.

Section 2. A. When a promotional vacancy in a collective negotiations unit position occurs, the Employer shall post notices of the promotional vacancy on the bulletin board it normally uses for notices to the subject Collective Bargaining unit employees for a

period of five (5) business days. The posting period may be less than five (5) days when a shorter period is necessary.

B. An employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job, without loss of seniority or other benefits. This provision is not applicable when disciplinary action is involved.

Section 3. The above sections are not applicable in those cases when a New Jersey Department of Personnel announcement, i.e. an announcement issued by the New Jersey Department of Personnel is made for any positions or titles.

ARTICLE VIII

TEMPORARY ASSIGNMENTS

Section 1. Where practical and possible, employees will be assigned to the shift of their choice.

Section 2. In the absence of a Supervisor or Head Nurse for a whole work day the Charge Nurse designation will be given to the most senior on-duty Graduate Nurse assigned to the unit when all nurses' qualifications are equal.

Section 3. Charge Nurses shall be paid a stipend of \$.60 per hour for the time served in that capacity pursuant to Section 2.

ARTICLE IX

HOURS OF DUTY

Section 1. The two-week pay period shall begin on Saturday and end on Friday and consist of ten (10) work days and four (4) days off beginning on Saturday and ending on Friday.

Section 2. Nurses shall have every other weekend off. Nurses not desiring weekends off will be accommodated, if possible. Where possible, nurses shall have two consecutive days off each week.

Section 3. Work schedules shall be posted at least two (2) weeks in advance. Changes thereafter shall be kept at a minimum and no change shall be made without sufficient prior notice to the affected nurse to make necessary personal adjustment.

Section 4. A. Lateness between:

1 and 14 minutes	will be docked for 15 minutes.
15 minutes to 29 minutes	will be docked for 30 minutes.
30 minutes to 44 minutes	will be docked for 45 minutes.
45 minutes to 60 minutes	will be docked for 60 minutes.

Lateness of more than 60 minutes will be docked 60 minutes plus one minute's pay for each minute late in excess of 60

Section 5. Hours:

OUTPATIENT CLINICS

Meadowview

9:00 a.m. to 4:00 p.m.

NURSING SERVICES

Meadowview

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

Youth House

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.

Chest Clinic

7:00 a.m. to 3:00 p.m.
8:00 a.m. to 4:00 p.m.

Hudson County Correctional Facility

8:00 a.m. to 4:00 p.m.
4:00 p.m. to 12 Midnight
12 Midnight to 8:00 a.m.

B. The overtime rate will be computed from ten (10) minutes past the change of the shift. In order to permit continuity of patient care and to allow nurses who are going off duty adequate time to give a verbal report to nurses coming on duty about patient care information, nurses going off duty will be required on duty for up to ten (10) minutes beyond the end of their shift without being eligible for overtime or other monetary compensation

Section 6. Flex Time

A. The County shall have the right to determine the regular work schedule of individual employees. Such a regular work schedule may include consecutive work days and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's work day/week. Employees shall be scheduled to receive at least two consecutive days off duty unless the employee volunteers to accept a work schedule with non-consecutive days off.

B. In the event the County exercises its discretion as set forth in paragraph 1 hereof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

B.1. The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned to designated schedule.

B.2. Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory for all employees covered by this contract hired on or after July 1, 1998 in the relevant department and/or unit in the required job classification being assigned to the designated work shift.

B.3. Upon the hiring of a new employee in the job classification, said employee, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit.

B.4. Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (B.3) above, there shall be no bumping with respect to work schedules.

B.5. The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

B.6. Notwithstanding the foregoing, work schedules in effect as of July 1, 1996, may be maintained without the need for the County to utilize the procedures in subparagraphs A-B.5, above.

C. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular work day, provided that nothing here shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of need for supervision of the work force.

D. The County will undertake reasonable efforts, if necessary, to provide security measures for employees whose work schedule is changed.

E. The County shall provide notice to the Union and the affected employee at least thirty (30) calendar days prior to the implementation of a change in the work schedule. The County may change an employee's work schedule on less than thirty (30) calendar days' notice; however, in such an instance, the affected employee shall receive an extra personal day for that year only. An employee who is changed to a work schedule and then returned to his/her original work schedule on less than thirty (30) calendar days' notice shall receive only one extra personal day to cover both the change to the new schedule and the return to the original schedule.

F. An employee may request a change in his or her work schedule. Permission to work the requested schedule shall be at the sole discretion of the County.

G. The County agrees to undertake reasonable efforts to ascertain the availability of parking for those employees whose schedule is changed.

H. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the change in the work schedule.

I. If an employee works a schedule that requires that the employee work prior to 6AM on certain days, or end work after 7PM on certain days, the employee shall receive a pro-rated shift differential. The pro-ration shall be based upon the proportion of work days

per week the employee begins work before 6AM or ends work after 7PM. For example, an employee who begins work before 6AM on two days out of a five day workweek shall receive a differential equal to 2/5 of \$1,450.00

J. If an employee works a shift differential eligible schedule for only a portion of a calendar year, the employees shift differential shall be pro-rated accordingly. This pro-ration shall be in addition to the pro-rating described in paragraph I, above.

K. The employee's entitlement to a shift differential, and the amount of the differential, shall be re-computed whenever the employee's work schedule is changed by the County.

L. No shift shall exceed 16 hours and the unit employee shall work 40 hours per week.

M. For purposes of calculating time off, all time shall be converted to hours, e.g. one sixteen (16) hour shift would equal two eight hour sick days or two eight hour vacation days or two eight hour personal days, etc.

ARTICLE X

PERSONNEL NOTIFICATION

Section 1. All employees are required to make available to the Personnel Department their home address and phone number to be maintained on a confidential basis.

Section 2. Nurses are required to call in to inform the Nursing Service of anticipated sick leave at least two (2) hours in advance, except for good cause.

ARTICLE XI

EVALUATIONS

Employees may inspect their personnel file in the presence of the Director of Nursing or his/her designee. An employee's evaluation shall be reviewed with the employee and the employee shall have the opportunity of recording his or her comments on the evaluation before it is placed in the personnel file.

ARTICLE XII

OVERTIME

Section 1. Overtime work must be work authorized by the County.

Section 2. Overtime shall be computed based on hours in excess of forty (40) hours per week. Authorized hours in excess of forty (40) hours shall be paid at the rate of time and one-half.

Section 3. Where possible, overtime work shall be first offered to regularly employed nurses in the section where overtime arises.

Section 4. Overtime work shall be distributed equally within the title whenever practicable. Records shall be kept by the Nursing Services Section and/or the Payroll Section and may be reviewed by the Union at reasonable times.

Section 5. The overtime rate will be computed from ten (10) minutes past the change of the shift. In order to permit continuity of patient care and to allow nurses who are going off duty adequate time to give a verbal report to nurses coming on duty about patient care information, nurses going off duty will be required on duty for up to ten (10) minutes beyond the end of their shift without being eligible for overtime or other monetary compensation.

Nurses going off duty who give the required verbal report to the shift coming on duty, in less than ten (10) minutes, as noted above, will be permitted to leave work.

Section 6. The overtime shall be paid no later than the close of the period following the pay period in which the overtime is worked.

Section 7. Any employee requested to work on a scheduled vacation or scheduled day off shall receive overtime pay.

Section 8. If an employee is out sick during the work week and makes use of sick days for which he or she is eligible, the sick day hours shall be counted as hours worked for the purpose of computing overtime.

ARTICLE XIII

SALARIES

Section (a). Register Nurses to receive a Market Rate Adjustment to adjust the minimum salary paid to \$60,000.00. This increase is to take place before the increase to base salary listed below.

Section (b) Effective and retroactive to July 1, 2006 employees in the employ of the County on the date of the Memorandum of Understanding shall receive a three and four tenths percent (3.4%) increase on the base annual salaries they were earning as of June 30, 2006, as adjusted above in Section (a).

Section (c). Effective July 1, 2007 employees in the employ of the County shall receive a three and five tenths percent (3.5%) increase on the annual base salaries they are earning as of June 30, 2007.

Section (d). Effective July 1, 2008 employees in the employ of the County shall receive a three and sixth tenths percent (3.6%) increase on the annual base salaries they are earning as of June 30, 2008.

Section (e). Effective July 1, 2009 employees in the employ of the County shall receive a three and sixth tenths percent (3.6%) increase on the annual base salaries they are earning as of June 30, 2009.

Section (f). Effective July 1, 2010 employees in the employ of the County shall receive a three and sixth tenths percent (3.6%) increase on the annual base salaries they are earning as of June 30, 2010.

Section (g) Direct deposit of employee checks is available. No checks will be issued prior to regularly-scheduled pay days. Information on direct deposit is available from payroll clerks.

Section (h). Only employees on the active payroll as of April 27, 2007 or those who retire or are laid off between June 30, 2006 and April 27, 2007, the date of the memorandum of agreement, will receive a retroactive payment.

Section (i). Minimum starting salaries will be increased by the negotiated percentages on July 1 of each year of this agreement.

Section (j). MILEAGE REIMBURSEMENT

Effective upon ratification of this agreement, the County will pay a mileage reimbursement of \$.36 per mile for the use of a bargaining unit employee's personal vehicle while performing official business on behalf of the County.

Section (k). Any promotion shall result in a salary increase of at least 5 percent, or the minimum of the scale, whichever is greater.

Section (l) Anniversary Dates

For the years of service in title, the increase shall be granted on January 1 and July 1 following the employee going into the title.

Section (m). Salary Lag

Salaries for current employees and newly-hired employees shall be paid bi-weekly on a two week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of the pay period. Subject to adjustment due to unpaid absences, bi-weekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current calendar year.

ARTICLE XIV

OUT OF TITLE WORK

Section 1. If an employee is required and authorized by the County to work out of title for one (1) full day, said employee shall be paid at the higher rate of pay beginning with the second day of the assignment to the out-of-title work.

ARTICLE XV

CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his/her regularly scheduled shift shall be guaranteed not less than four (4) hours' pay.

ARTICLE XVI

MEAL PERIODS

Section 1. All employees covered by this Agreement shall receive a one (1) hour meal period.

Section 2. The meal period shall be scheduled as close to the middle of the shift as possible.

Section 3. The existing practice of the County with respect to supplying meals for employees shall continue for the duration of the contract.

ARTICLE XVII

SHIFT PAY DIFFERENTIAL

Section 1. Nurses shall receive the following annual shift pay differential:

REGISTERED NURSES

Second Shift: \$1,450/year

Third Shift: \$1,750/year

PRACTICAL NURSES

Second Shift: \$1,150/year

Third Shift: \$1,350/year

Section 2. Employees who work the second shift at Meadowview Psychiatric Hospital will earn a differential of \$1,750.00 per year for RN'S and \$1,350.00 per year for LPN's and will continue to receive that differential for as long as they continue on that shift.

ARTICLE XVIII
HAZARD PAY DIFFERENTIAL

Hazard duty pay to be eliminated and an equivalent amount of money will be added to the base pay of those individuals who currently have hazard duty pay.

ARTICLE XIX

HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. If an employee works on one of the above noted holidays, he shall receive compensatory time off computed at time and one-half, or in the alternative, at the option of the County, he shall receive one day's pay at the rate of time and one-half for each such day, in excess of his regular daily rate of pay. When possible such compensatory time shall be taken during the pay period immediately preceding, within or immediately following, the holiday pay period.

Section 3. In addition to the holidays listed above and in the event any day is declared a holiday by County action then that day shall be deemed a holiday by the Employer. When such holidays are worked, the nurse shall receive compensatory time off computed at time and one-half, or in the alternative, at the option of the County, the employee shall receive one day's pay at the rate of time and one-half for each such day in excess of the regular daily rate of pay.

Section 4. If an employee is not satisfied with the assigned compensatory time off, when required to work on a holiday, the request for change of the compensatory time can be made to the appropriate nursing administrator and, where feasible, such change shall be granted.

ARTICLE XX

VACATION

Section 1. All nurses shall receive a vacation allowance as follows:

1st year of employment – one (1) day per month up to September 30th of the first year.

Beginning the second calendar year of employment through the fifth calendar year – twelve (12) working days.

Beginning the sixth calendar year of employment through the tenth calendar year – fifteen (15) working days.

Beginning the eleventh calendar year of employment through the twenty-fourth calendar year –twenty (20) working days.

Beginning the twenty-fifth calendar year – twenty-five (25) working days.

Beginning the twenty-sixth calendar year – twenty-six (26) working days.

Beginning the twenty-seventh calendar year- twenty-seven (27) working days.

Beginning the twenty-eighth calendar year- twenty-eight (28) working days.

Beginning the twenty-ninth calendar year – twenty-nine (29) working days.

Beginning the thirtieth calendar year and thereafter – thirty (30) working days.

Effective January 1, 2002:

Beginning the second calendar year through the fifth calendar year- twelve (12) working days.

Beginning the sixth calendar year through the tenth calendar year- fifteen (15) working days.

Section 2. All nurses, if they so desire, will be entitled to ten (10) working days during the summer period – June 15 to September 15.

Section 3. A nurse may request more than ten (10) consecutive days during the summer vacation period and, where the schedule permits, every effort will be made to grant such request.

Section 4. Requests for vacation in Prime Time (June 15 – September 15) must be made in writing by March 15 to the Department Director or Designee. The Department Director or Designee must notify the nurse in writing by April 15 as to whether the requested vacation is approved or denied.

Section 5. Vacation schedules shall be established taking into account the wishes and the needs of the County. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail.

Section 6. All vacation leave, except as noted in Section 4 above, must be requested in writing by the employee to the Department Director or designee at least 30 days in advance. In cases of emergency, vacation requests may be granted with less than 30 days' notice. Unless good cause is shown, the County shall respond to the employee's Vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.

Section 7. The vacation eligibility year shall be the calendar year. If, during any part of the calendar year, an employee reaches a new vacation plateau, he/she will get the total vacation set forth for that new plateau.

Section 8. Vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in the calendar year is forfeited. The only exception to

this policy is if the written vacation request is denied, in writing, by a Department Director for business reasons and cannot be rescheduled for that year. In such cases, the vacation denied may be carried over the next succeeding calendar year, but must be scheduled and used in that year or be forfeited.

Section 9. Continuous service for purposes of vacation leave calculation shall mean employment with the County of Hudson without actual interruption due to resignation, retirement or removal. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or a leave without pay, except for military leave, shall not be included in calculating years of continuous service. Employees on a suspension or a leave without pay, except for military leave, do not earn vacation leave for the period of the leave or suspension.

Section 10. Annual vacation leave is a benefit accrued during the course of the calendar year in which it is earned. The annual vacation entitlement of an employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the employee utilized more vacation prior to termination of employment than his or her pro-rated entitlement, the amount of excess vacation pay utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

Section 11. Employees who regularly work 20 hours or more and less than 40 hours per week shall be entitled to a proportionate amount of paid vacation leave.

Section 12. An employee who exhausts all paid vacation leave in any one calendar year shall not be credited with additional vacation leave until the beginning of the next calendar year.

Section 13. Upon the death of an employee, unused earned vacation leave shall be paid to the employee's estate.

Section 14. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Section 15. No part of an employee's scheduled vacation may be charged to sick leave.

Section 16. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for employees.

ARTICLE XXI

PERSONAL DAYS

Section 1. Employees shall receive two paid personal days per year, earned on the basis of one paid personal day for each full six months actually worked in the calendar year. After completion of five years of service, employees shall receive three paid personal days per year, earned on the basis of one paid personal day for each full four months actually worked in the calendar year. Employees must be in the employ of the County for one full year of continuous employment before being entitled to personal days.

Section 2. Requests for personal days shall be made in writing at least 48 hours in advance and approved by the Nurse's immediate supervisor in advance of the requested dates, although personal days may be granted on shorter notice in the event of an emergency.

Section 3. Personal days must be used in the calendar year in which they are earned. There shall be no carryover, banking or cashing out of personal days if they are left unused at the end of the calendar year in which they are earned.

Section 4. Employees who resign, retire, are terminated or are laid off in the course of a calendar year will be compensated for their earned but unused personal days for that calendar year only. If an employee dies during the course of a calendar year, his or her earned but unused personal days for that calendar year only will be paid to his or her estate.

Section 5. Employees who regularly work 20 hours or more, but less than 40 hours per week shall be entitled to pro rata amount of personal leave.

ARTICLE XXII

PROFESSIONAL DAYS

Section 1. Effective July 1, 1990, each nurse shall receive three (3) paid professional days per contract year in anticipation of continued employment by the County. Paid professional days are intended to allow nurses the opportunity to receive paid time off from work in order to participate in professional training and/or study.

Section 2. Professional days shall be earned on a pro rata basis of one (1) day every four (4) months of service. In the event of a nurse leaves County employment after using more professional days than he or she has earned, the nurse will be obligated to reimburse the County for the value of the excess day(s) taken.

Section 3. Requests for professional days shall be made in writing at least two (2) weeks in advance and approved in advance of the requested date(s) by the nurse's immediate supervisor.

Section 4. Any Bargaining Unit employee hired after May 20, 1998 shall not be eligible for Professional Days.

ARTICLE XXIII

SICK LEAVE

Section 1. Amount of Sick Leave

A. New County employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half working day if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.

B. After the first calendar year of service, employees shall receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

C. Employees who regularly work 20 hours or more and less than 40 hours per week shall be entitled to a proportionate amount of paid sick leave.

D. An employee continues earning sick leave from the day of hire and as long as the employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.

E. Sick leave shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year unless the employee properly requests, and is granted, other benefit time off.

G. Unused sick leave shall accumulate from year to year without limit.

H. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

I. Employees who leave work because of illness and have no sick time will only be paid for the hours worked that day.

Section 2. Authorized Uses.

A. Sick leave may be used by employees who are unable to work because of

1. Personal injury or illness not related to County employment;
2. Exposure to contagious disease not related to County employment;

B. Sick leave may not be used for any purpose other than those outlined in

Section 2-A of this Article.

Section 3. Maternity/Paternity Needs.

Employees may use accrued sick leave in cases of the birth of their children.

Verification of the need for the sick leave may be required.

Section 4. Doctor's Note.

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must indicate that a medical problem exists and explicitly excuse the employee from work on each day absent for that medical problem. Notes that merely indicate that the employee had a doctor's visit are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the employee is attending to a seriously ill immediate family member. In that situation,

the employee may be required to supply a note from the immediate family member's doctor indicating the degree of illness and the need for the employee's absence from work each day the employee is absent. Failure to submit required doctor's notes at the start of next scheduled workday may result in denial of paid sick leave and may also result in discipline up to and including discharge.

Section 5. Sick Leave Abuse

Abuse of sick leave or chronic or excessive absenteeism may result in discipline up to and including discharge. Abuse includes using sick leave when the employee is not ill. Examples of chronic or excessive absenteeism include situations where employees routinely use more than the amount of sick time earned in a calendar year or where a pattern of absences is established.

Section 6. Unearned Sick Leave

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the employee utilized more sick leave prior to termination of employment than his or her pro-rated entitlement, the amount of excess sick leave utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

Section 7. Sick Leave Call-in Procedure

A. An employee who is absent due to illness or injury must notify a supervisor at least two hours prior to the start of the employee's regularly-scheduled work day.

B. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to discipline.

C. The only exception to this call-in procedure is when an employee establishes that he or she could not call in because of unusual or emergent circumstances.

Section 8. Return to Duty Examination.

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the employee is able to perform job-related functions without posing a direct threat to the health or safety of the employee or of other individuals in the workplace.

ARTICLE XXIV

LEAVES OF ABSENCE

Section 1. Leave of Absence with pay may be granted as follows:

A. If the employee is directed by the Executive Director of the Hospital to attend school or take courses to increase professional proficiency.

B. If the employee is on jury duty.

Section 2. Leaves of Absence without pay may be granted for good cause to any permanent employee in accordance with New Jersey Department of Personnel Rules and Laws.

Section 3. Leaves of absence may not be arbitrarily or unreasonably withheld. Nurses granted leave of absence will be assigned to their prior shift and section wherever possible.

Section 4. Childbirth leave without pay for a period of not more than one (1) year may be granted to any employee for the birth or adoption of a child. The provision shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the New Jersey and Federal family leave laws.

Section 5. Any employee called into the Armed Forces of the United States during National emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Section 6. A leave of absence shall be granted without pay for a period not to exceed one (1) year in order to accept a position with the Union as an officer or administrative organizer. The employee shall have one (1) or more years' bargaining unit seniority.

ARTICLE XXV

BEREAVEMENT

Section 1. A death in the employee's immediate family shall not be charged against his accrued sick leave or compensatory time. Time off shall be given from the date of death until the day after the funeral, not to exceed five (5) days. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, and brother-in-law.

Section 2. Seven days shall be permitted for out-of-state funerals of above relatives listed in Section 1.

Section 3. Matters of special circumstances involving an extension of leave time with or without pay may be considered by the County for extending leave time.

Section 4. Bereavement leave shall be defined as leave granted for bereavement purposes and its use for any other purpose is prohibited.

ARTICLE XXVI

INSURANCE

Section 1. Hospitalization. The nurses shall receive fully paid benefits as provided under the New Jersey State Health Benefits Plan on December 31,1995 for themselves and their families as applicable.

Section 2. Life Insurance. The County will provide for Life Insurance in the amount of \$5,000.00 and Accidental Death and Dismemberment Insurance in the amount of \$10,000.00 for each nurse.

Section 3. Dental Insurance. The County will provide a basic dental program and its current level as provided by Delta Dental. The County will implement an employee paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County. The County will exert its best efforts to assure that employee payments for the dental upgrade are treated as pre-tax income.

Section 4. Change of Carrier and Self-Insurance Option. For all insurance plans, the County retains the unilateral right to select the carrier or to self-insure at its discretion provided there is no reduction in benefits levels. This decision shall not be subject to the Grievance Procedure set forth in this Agreement.

Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over such changes. However, as a participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/ benefit level, the benefit and/or benefit level in this Agreement will be adjusted to reflect the change. The County will not be liable for any such the impact of any such change. In addition no grievance or complaint against the County

challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee or the County from filing an appropriate challenge against SHBP for any such change.

Section 5. Employees shall be enrolled in the New Jersey State Disability Plan.

Section 6. Insurance Review Committee. The Union agrees to participate in an Insurance Review Committee made up a representative of each Union to review the possibility of changing health and medical insurance during the term of this Agreement.

Section 7. Hepatitis. The County agrees to comply with State or Federal laws pertaining to Hepatitis B vaccinations and post-exposure evaluations for employees.

Section 8. Both Parties agree to reopen the Contract effective 1/1/08 on the subject of health care benefits.

ARTICLE XXVII

NEW JERSEY HEALTH BENEFIT PROGRAM

PRESCRIPTION DRUG PLAN

Section 1. Effective upon ratification of this Agreement, the co-payment for non-generic drugs shall be \$5.00 and the co-payment for generic drugs will be \$1.00 under the prescription drug insurance program. The program will be applicable to all employees and their families.

Section 2. The parties agree that the County shall have the unilateral right to select the insurance carrier and program or to self-insure at its discretion provided there is no reduction in benefit levels. Any dispute dealing with the selection of the insurance carrier or programs shall not be subject to the Grievance Procedure.

ARTICLE XXVIII

UNIFORM ALLOWANCE

Section 1. Effective July 1, 1993, the County shall provide each employee with a uniform allowance of three hundred (\$300.00) dollars to be used for the purchase and maintenance of uniforms.

Section 2. The uniform allowance shall be issued in a separate check on the second pay day of January.

Section 3. After six (6) months of employment, employees hired after January 1, 1979 shall receive a pro rata share of the uniform allowance, computed from the date of hiring, to the next June 30th.

Section 4. Nurses who are on paid or unpaid leaves of absence, but are on the payroll at the time the uniform allowance is paid, will receive the entire amount of the uniform allowance. Nurses who are on an unpaid leave of absence at the time the uniform allowance is paid will receive the allowance upon their return to duty.

Section 5. It is the policy of the County that guidelines for uniforms or other clothing items purchased by voucher or allowance by County employees shall require that the uniforms or other clothing items be made in the USA, unless a USA-manufactured item is unavailable. These guidelines shall also incorporate labor practices in Section B-3 of the policy. Uniforms, apparel and other clothing items whose providers, manufacturers or subcontractors fail to adhere to these practices shall be deemed unacceptable under the uniform or other clothing guidelines established for any voucher or uniform allowance system.

Section 6. The County will form a Committee to review all uniform issues. The purpose of this committee will be to review and recommend to the County possible changes to the uniform policies.

ARTICLE XXIX
PENSION

Section 1. Employees shall receive payments and retirement pursuant to the provisions of State Law and local ordinances.

ARTICLE XXX

SEPARATION BENEFITS

Section 1. Employees of this bargaining unit who are separated from employment shall receive separation benefits as follows if the County cannot schedule the time off prior to separation from employment:

- (a) Prorated vacation time for the year.
- (b) All unused prior vacation time.
- (c) All unused compensatory time.
- (d) Pro-rated Personal Days.

Section 2. The County agrees to institute a retirement leave program. Retirement leave pay shall be calculated at the rate of one day's pay for each three (3) days of unused accumulated sick leave. The maximum that may be paid to any one employee on retirement shall not exceed \$5,000.00. Effective January 1, 2002, the maximum retirement leave pay shall be increased to \$10,000.00 for retirements occurring after January 1, 2002 and paid on the basis of one day's pay for each two (2) days of unused accumulated sick leave. Should an employee pass his/her normal date of retirement, but die before actual retirement, the employee's estate will receive all terminal leave pay to which the employee was entitled.

Section 3. The County shall pay the cost of health insurance to the extent permitted by state law for employees who retire with at least 25 years of credited service in a state or locally administered retirement system, excepting employees who elect deferred retirement, but including employees who retire on a disability pension based on fewer years of service, and also including employees who would be eligible for health insurance

coverage at the County's expense under any early retirement legislation in effect as of the date this Agreement is ratified.

ARTICLE XXXI

CONVENTION ATTENDANCE

The time off provisions currently under Convention Attendance Article XXXI, and Union Rights, Article XXXIX shall be consolidated so that subject to staffing needs the amount of time off shall not exceed eighteen (18) days in the aggregate for non-supervisors during any calendar year.

ARTICLE XXXII

CONTINUING EDUCATION

Section 1. Whenever authorized all full-time Registered Nurses shall receive tuition reimbursement as indicated below for all courses taken and passed leading to a BS or BA Degree in the field of nursing or health. These courses must be taken outside of working hours.

Section 2. All nurses must be employed six (6) months or more to be eligible for tuition reimbursement.

Section 3. Nurses requested to attend specific educational or professional programs by the respective institution will receive full salary for this time and will have all incurred expenses paid in full by the institution.

Section 4. (a) The maximum of five (5) days of paid educational leave to attend nursing conferences/conventions may be granted at the discretion of the Department Director. In the event the County seeks to send a nurse or nurses to a conference/convention then, in that event, all nurses interested shall have an opportunity to attend. Expenses incurred at these programs are the responsibility of the nurse. The Union shall be notified of nursing conferences/conventions and be afforded the opportunity to submit names to the Department Director for consideration.

(b) Any bargaining unit employee hired after May 20, 1998 shall be eligible for eight (8) days.

Section 5. In order to facilitate continuing education, all nurses may be excused for continuing education programs and receive salary for the day or compensatory time off upon the approval of the Department Director. The amount of time given for such education programs shall be determined by Department Director with advice from the in-service

instructor/director. A day spent in such program shall be considered to be a full work day if it is longer than four (4) hours in length.

Section 6. After six (6) months of employment, professional nurses who are taking college credit courses applicable to a nursing degree will receive tuition reimbursement as follows:

- a) After 6 mo. employment - ½ tuition up to 6 credits per semester;
- b) After 12 mo. employment - full tuition up to 6 credits per semester.

Section 7.

A. All active, full-time licensed practical nurses shall receive full tuition reimbursement for all courses taken, and passed, pursuant to becoming registered nurses.

B. The County will provide tuition reimbursement only for course work taken in conjunction with the registered nursing program. The maximum amount of reimbursement shall be the tuition charged by the Bayonne School of Nursing for its program. In order to be eligible for tuition reimbursement, licensed practical nurses must be accepted into, and be part of, a program not to exceed three years resulting in qualification to take the state examination for licensure as a registered nurse. No licensed practical nurse shall receive tuition reimbursement for ad hoc, non-degree related courses taken outside the parameters of the programs at the school listed above.

C. LPN's shall be given preference under the Flex Time scheduling provided for under Article IX while enrolled in a RN program. This substitutes for any reference to the 12 and 16-hour shifts in Section 7C in the previous contract.

D. The County will make all possible effort to accommodate those licensed practical nurses desiring to participate in the tuition-reimbursement program. However,

should problems arise with regard to staffing, the County reserves the right to limit the number of nurses that can participate. If possible, the selection of participants shall be on the basis of seniority.

E. All licensed practical nurses participating in the RN programs referenced above shall remain in the employ of the County, as licensed practical nurses, during the entire period of their matriculation. In addition, following successful passage of the license exam, all program participants shall remain employees of the County, as registered nurses, for a period of two years commencing from the date the examination was taken. Any breach of this provision shall result in full restitution by the nurse, to the County, of all tuition monies previously reimbursed by the County. In addition, withdrawal from a program prior to completion of the commitment period, except for reasons of health, family crisis, or other sufficient cause, shall result in full restitution by the employee to the County of all tuition reimbursed by the County. Any practical nurse who fails to become licensed as a registered nurse within one year completion of studies, shall also pay back to the County all tuition reimbursed the employee during participation in the program.

F. Following the first semester, the County will make every effort to reimburse the employee prior to the start of the next semester or prior to the due date for the next semester's tuition.

G. Reimbursement shall only be for courses passed and not for those failed or resulting in a grade of incomplete.

H. All participants shall actively pursue financial aid benefits and report the award of same to the County upon notification from the school financial aid office.

I. Any leave of absence taken shall not be credited toward the two year time

committed to the County following licensure and completion of a program.

J. "Tuition" shall be defined as actual tuition for coursework, student fees, graduation fees, lab fees or school fees, but does not include the costs of books, meals, transportation, parking or any other such costs.

K. In order to be reimbursed for expenses the Employee must submit proof of payment within six (6) months of when the expense was incurred.

Section 8. Continuing Education Committee

- A. The Union and the County agree to establish a Continuing Education Committee to review and recommend possible non-degree programs that lead to job-related certifications, such as Infection Control and Psychiatric Certifications. The Committee will consist of two Union representatives and two County representatives. The Committee, by majority vote, may submit recommendations to the County Director of Personnel, who will make a decision to approve or reject the recommended certification program. Decision regarding approval/rejection of certification programs are not subject to the grievance procedure of this Agreement.
- B. Once approved, the certification program will be posted to solicit applications from interested nurses. The County will select candidates based on a number of factors, including the number of certified nurses that are needed and the number of current nurses already certified.
- C. Subject to staffing needs, nurses selected to attend certification training will be released from duty with pay to attend training that occurs during the nurses' normal hours of work. The County will also pay the cost of the certification training, including tuition and books. Nurses who successfully complete the training and earn a certification will receive a \$1,000.00 stipend added to their annual base salaries.
- D. The stipend noted above will be added to the nurses' annual base salary provided the employee maintains the required certification. Proof of current certification must be submitted to the nurse's Department Director, or designee, prior to December 1st to ensure payment in the next calendar year. Failure to maintain a current certification will result in deletion of the stipend from the annual base salary.
- E. All nurses participating in the certification program must remain in the employ of the County as nurses. In addition, following successful completion

of the certification program, nurses must remain in the employ of the County as nurses for a period of two years commencing from the date of the certification. Any breach of this provision will result in full restitution by the nurse to the County for all costs associated with the certification, including tuition, books and any stipends awarded. In addition, withdrawal from a program prior to completion, except for reasons of health, family crisis or other sufficient cause, shall also result in full restitution by the nurse to the County for all costs associated with the certification as noted above.

- F. This program applies to current nurses subject to submission of credentials to the Continuing Education Committee for review and recommendation as noted in paragraphs A-E above.
- G. The County agrees to establish a Committee to study the use of internet education.

ARTICLE XXXIII

EDUCATION

Section 1. The County will provide tuition reimbursement for courses taken to advance unit members to a degree as an RN. The program will review for approval six (6) credits per semester at HCCC or the New Jersey City University for courses leading to an RN degree. The courses must be requested in advance and will be reimbursed upon successful completion with a C or higher grade.

Upon completion of the degree the employee will be committed to a minimum of three years of continued service as an RN with the County or reimbursement to the County for the full cost to the County.

The County agrees to establish a Committee to study the use of internet education.

ARTICLE XXXIV

BULLETIN BOARD

Section 1. The County shall permit the posting of Union material on bulletin boards throughout the facilities in which members of this bargaining unit are working.

A. The County will provide space on centrally located bulletin boards which will be for the exclusive use of the Union. If available, the space provided on each bulletin board will minimally approximate 30" X 30" in size, or the equivalent.

B. Materials to be posted on bulletin boards will be delivered to designated County officials by the Union prior to the proposed posting. No materials will be posted that contain profane or obscene language, or which defame the County or its representatives or Employees, or which are critical of or condemn the methods, policies, or practices of the County, except as they apply to Union negotiations.

1 Materials to be posted will consist of the following:

- i. Notices of Union Meetings.
- ii. Notices concerning official Union business, and
- iii. Notices covering social and recreational events.

ARTICLE XXXV

APPLICABLE LAWS

Section 1. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any applicable provisions of State and local laws.

ARTICLE XXXVI

DISCIPLINARY ACTION

Section 1. A. The County shall have the right to discipline any employee for cause, pursuant to the New Jersey Department of Personnel Law, up to and including fines, suspensions (with or without pay) and termination from employment.

 B If management or a supervisor have a reason to reprimand a nurse, it shall be done in a manner which will not embarrass the nurse before any other nurse, or the public.

Section 2. The County will notify the Union, in writing, of any fine, suspension or termination within forty-eight hours from the time of suspension or termination, it shall give written notice thereof to the County no later than fifteen working days from the date of receipt of the notice of suspension or termination. In that event, the dispute shall be submitted to Step 3 of the grievance and arbitration procedure contained in this Agreement.

Section 3. In the event the Union is dissatisfied with the Step 3 determination, the Union may submit the dispute to binding arbitration under Step 4 of the grievance and arbitration procedure contained in this Agreement to the extent permitted by applicable law, provided the Union submits its demand for arbitration within fifteen (15) working days of the Step 3 determination, and provided that the disciplinary action falls into one of the following categories:

 A. minor disciplinary action

 B. major disciplinary action, and the employee has no alternative statutory appeal mechanism under New Jersey Department of Personnel or other applicable State law by which to challenge or review said major disciplinary action.

For purposes of this Article, major disciplinary action is defined as termination; disciplinary demotion; a suspension or fine of greater than five working days' duration; a suspension or fine of five working days or less where the aggregate number of days the employee was suspended or fined in the calendar year is 15 working days or more; or, the last suspension or fine where the employee receives three suspensions or fines of five working days or less in a calendar year. "Minor discipline" is defined as any disciplinary action other than major discipline. Only the Union may submit a disciplinary dispute to binding arbitration

Section 4. All time limits herein specified shall be deemed exclusive on Saturdays, Sundays and holidays.

ARTICLE XXXVII

GRIEVANCE PROCEDURE

Section 1. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this agreement.

Section 2. To be considered under this procedure, a grievance must be initiated by the employee within fifteen (15) working days from the time the employee knew or should have known of its occurrence.

Section 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, and shall be deemed a denial on all applicable grounds. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the lower step.

Section 4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

Section 5. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

STEP ONE

The grievance shall be discussed with the employee involved and the Union representative with the immediate supervisor designated by the County. The answer shall be in writing and made within five (5) days by such immediate supervisor to the Union.

STEP TWO

If the grievance is not settled through Step One, the same shall within five (5) days be reduced to writing by the Union and submitted to the Department Head or any person designated by him or her, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

STEP THREE

If the grievance is not settled at Step Two, the Union shall have the right within five (5) days of the receipt of the answer at Step Two to submit such grievance to the Director of Personnel. A written answer to such grievance shall be served upon the individual and the Union ten (10) calendar days after submission.

STEP FOUR

If the grievance is not settled at Step Three, then the Union shall have the right to submit such grievance to arbitration within fifteen (15) days of Step Three determination. An Arbitrator shall be selected in accordance with the rules of the New Jersey Public Employment Relations Commission then in effect. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties and upon the grievant(s). The Arbitrator shall have jurisdiction only over grievances as defined in Section 1 of this Article, and shall not have the authority to add to, subtract from or modify this Agreement in any way. Each party shall bear its own costs of the arbitration except for the cost of the Arbitrator, whose fee shall be borne by the Union and the County equally.

Section 6. The Union President, or his authorized representative, may report an impending grievance to the Director of Personnel in an effort to forestall its occurrence.

Section 7. Nothing herein shall prevent an employee from processing his own grievance, provided the Union representative may be present as observer at any hearing on the individual's grievance, and provided further that only the County or the Union may submit a grievance to arbitration.

Section 8. The time periods contained in this Article may be extended with the mutual consent of the parties.

Section 9. If the grievance is not settled through the aforementioned steps, the union can request arbitration of the grievance with the Public Employment Relations Commission in accordance with the Commission's rules and regulations.

ARTICLE XXXVIII

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXXIX

UNION RIGHTS

Section 1. Authorized representatives of the Union, not to exceed three (3), shall be permitted to visit the work location for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union representative shall not impede hospital operations at any time.

Section 2. During negotiations, the Union representatives so authorized shall be excused from their normal duties for negotiating periods.

Section 3. The Union shall be notified by Hospital officials whenever possible of all new health programs.

Section 4. The Union may recommend in-service programs.

Section 5. The Union may recommend to Hospital and County authorities changes in hospital policies and decisions affecting the welfare of patients and nurses.

Section 6. The time off provisions currently under convention attendance, Article XXXI and Union Rights Article XXXIX shall be consolidated so that subject to staffing needs the amount of time off shall not exceed eighteen (18) days in the aggregate for non-supervisors during any calendar year.

ARTICLE XL

MANAGEMENT RIGHTS

Section 1. The Employer hereby retains the right to manage and control its facilities and to hire, promote, transfer, schedule, assign duties and to discipline or discharge employees for just cause.

Section 2. The County, in accordance with applicable laws and regulations and subject to the terms and conditions set forth in this contract, retains full jurisdiction and authority over matters of policy, to maintain the efficiency of hospital operation and to determine the methods, means and personnel by which such operations are to be conducted.

Section 3. The Union, on behalf of the employees, agrees to cooperate with the County to attain and maintain full efficiency and maximum patient care.

Section 4. A. If during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment with their classification, or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

C. If the County decides to subcontract or sell a service, it will provide the Union with thirty (30) days notice to submitting a layoff plan to the Department of Personnel.

Section 5. The County reserves to itself sole jurisdiction and authority over matters of policy, and further retains the right to make any and all decisions, in the sole and absolute discretion of the County, which directly or indirectly affect the County Pension Program. No such decision by the County shall be in any way subject to the Grievance Procedure herein set forth.

ARTICLE XLI

MISCELLANEOUS

Section 1. All prevailing New Jersey Department of Personnel and/or Hudson County regulations and benefits not covered in this Agreement will be considered applicable to all members of the Union.

Section 2. The County and the United Nurses Organization shall share the cost of printing the labor agreement.

Section 3. Where applicable the change to calendar year from contract year will apply. Change to now reflect the calendar year is subject to both the Union and County agreeing to a transition procedure that will be fair to the Employee in its application.

Section 4. The benefits of this Agreement apply only to those employees in the employ of the County on April 27, 2007, the date of the Memorandum of Agreement, as well as those who retired or were laid off between June 30, 2006 and April 27, 2007.

Section 5. Two unit members from the four 1199J Contracts will be added to a County Safety and Health Committee. A total of two (2) employees.

Section 6. The County agrees to request a Desk Audit on the individuals the Union requests for the purpose of seeing if the Head Nurse and Case Manager titles are appropriate.

ARTICLE XLII

UNEMPLOYMENT INSURANCE

Section 1. The County agrees to participate in the unemployment compensation program of the State of New Jersey so long as the State of New Jersey extends such benefits to the employees of the County of Hudson.

ARTICLE XLIII

NON-PROFESSIONAL DUTIES

Section 1. Nurses shall not be expected to routinely work out-of-title performing tasks that are not in their New Jersey Department of Personnel job description.

ARTICLE XLIV

SAFETY AND HEALTH COMMITTEE

PROFESSIONAL PRACTICES COMMITTEE

Section 1. The County shall create a multiple-union safety and health committee consisting of representatives of all non-uniformed bargaining units. The Union agrees to participate on this committee. This multiple-union safety and health committee shall be authorized to form a subcommittee to address safety and health issues unique to nursing personnel.

Section 2. The Committee will conduct regularly scheduled monthly meetings for the sole purpose of discussing accident prevention, and developing suitable corrective safety measures.

Section 3. A Professional Practices Committee shall be established. The purpose of this committee will be discussion and recommendation concerning issues in professional nursing as they impact on the practice of nursing within the County. There shall be no discussion of union business during Professional Practice Committee meetings.

ARTICLE XLV
PAST PRACTICES

Any past practice not identified in this Agreement shall be deemed waived and no longer binding upon the parties. The following practices are recognized to the extent they exist as of February 1, 1989.

1. Free meals.
2. Free parking.
3. Employee health clinic.
4. Nurses lounge and lockers
5. Malpractice insurance coverage.

ARTICLE XLVI

UNION VISITATION

Section 1. A representative of the Union shall have reasonable access to the County for the purposes of conferring with management, delegates of the Union and/or employees and for the purpose of administering this Agreement. A Union delegate shall notify his or her supervisor of any absence from his or her work station for the purpose of conducting Union business. Permission to the Union delegate by the supervisor shall not be unreasonably withheld. Notwithstanding this requirement, notice to the supervisor shall not be required in the case of an emergency provided that no unit is left unattended. The delegate's attention to Union business shall not unduly interfere with the normal operation of the department visited. In no event shall such delegate's attention to Union business or visits be unreasonably prolonged.

Section 2. The Union representative shall, for purposes of this Article, comply with requirements of Article XXXIX, (Union Rights) Section 1.

Section 3. An employee , grievant or Union delegate may be released from duty to speak with the Union representative at a time mutually convenient to the County, the employee and the Union representative. Release of employees for these purposes shall not be unreasonably denied.

Section 4. The business representative of the Union may enter the County's premises at reasonable times during working hours to confer with County management, the Union delegate and/or unit employees for the purpose of administering this Agreement provided that such representative shall first telephone the principal County Director,

Division Head or Superintendent at the affected County office or facility to make mutually convenient arrangements for the visit.

ARTICLE XLVII

HIRING RATE

Nurses with prior recent relevant non-County nursing experience will be permitted to start at a salary commensurate with their non-County years of service. However, such nurses shall not be eligible for longevity pay until they have worked a sufficient number of years with the County to qualify for the longevity pay. In addition, such nurses will not receive seniority credit for prior non-County nursing service.

For purposes of application of this Article the term "recent" shall be limited solely to relevant nursing experience accrued within ten (10) years from the date of entry into the bargaining unit.

ARTICLE XLVIII

PROVISIONAL EMPLOYEES

A bargaining unit employee holding provisional status under New Jersey Department of Personnel law may be terminated by the County from his/her provisional position at will, and with no recourse to the contractual grievance and arbitration procedure, during her first six (6) months of employment in the provisional position. Such employees may process any disciplinary action taken against them other than termination under the contractual grievance and arbitration procedure to the extent permitted by law. Such employees shall accrue seniority from the date of hire.

ARTICLE XLIX

SAVINGS CLAUSE

Section 1. Should any part of or any provision herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such or part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE L

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2006 and shall expire June 30, 2011 at 11:59 p.m. Both parties agree to commence negotiations in accordance with PERC regulations.

ARTICLE LI
RESIGNATION

An Employee who resigns shall give the County at least ten (10) working days' notice.

ARTICLE LII

LONGEVITY PROGRAM

1. The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program, which shall be:

A. For Employees with more than: five (5) years of service, but not more than ten (10) years of service - \$500.00;

B. For Employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$700.00;

C. For Employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$900.00;

D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$1,100.00);

E. For Employees with twenty-five (25) years of service - \$1,300.00.

2. The Longevity program shall be implemented only for full-time Employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 23rd day of March, 2009.

THE COUNTY OF HUDSON

By: 

Thomas A. DeGise
Hudson County Executive

By: 

ATTEST

UNITED NURSES ORGANIZATION/
DISTRICT 1199J, NUHHCE/AFSCME,
AFL-CIO

By: 

By: 

SCHEDULE A
WAGE GUIDE

TITLE	07/01/06 (3.4%)	07/01/07 (3.5%)	07/01/08 (3.6%)	07/01/09 (3.6%)	07/01/10 3.6%
Registered Nurse	\$62,040	\$64,211	\$66,523	\$68,918	\$71,399

LPN	7/1/06 3.4%	7/1/07 3.5%	7/1/08 3.6%	7/1/09 3.6%	7/1/10 3.6%
0 years	\$35,608	\$36,854	\$38,180	\$39,554	\$40,977
1 to 3	\$39,171	\$40,542	\$42,001	\$43,514	\$45,080
4 to 6	\$39,905	\$41,302	\$42,789	\$44,329	\$45,925
7 to 9	\$40,641	\$42,063	\$43,578	\$45,147	\$46,772
10 to 12	\$41,372	\$42,820	\$44,362	\$45,959	\$47,613
13 to 15	\$42,340	\$43,822	\$45,399	\$47,034	\$48,727
16 to 18	\$42,847	\$44,347	\$45,943	\$47,597	\$49,311
19+	\$43,581	\$45,106	\$46,730	\$48,412	\$50,155

TITLE-Sr. LPN	07/01/06 (3.4%)	07/01/07 (3.5%)	07/01/08 (3.6%)	07/01/09 (3.6%)	07/01/10 (3.6%)
0 - 1 New Hire	\$38,226	\$39,564	\$40,988	\$42,464	\$43,992
1 to 3	\$40,720	\$42,145	\$43,662	\$45,234	\$46,863
4 to 6	\$41,492	\$42,944	\$44,490	\$46,092	\$47,751
7 to 9	\$42,268	\$43,747	\$45,322	\$46,954	\$48,644
10 to 12	\$43,042	\$44,548	\$46,152	\$47,814	\$49,535
13 to 15	\$43,817	\$45,351	\$46,983	\$48,675	\$50,427
16 - 18	\$44,588	\$46,149	\$47,810	\$49,531	\$51,314
19+	\$45,364	\$46,952	\$48,642	\$50,393	\$52,207

TITLE	07/01/06 (3.4%)	07/01/07 (3.5%)	07/01/08 (3.6%)	07/01/09 (3.6%)	07/01/10 (3.6%)
HEAD NURSE	\$62,373	\$64,556	\$66,880	\$69,288	\$71,782

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION**

No. 129-4-2007

On Motion of Freeholder Rivera
Seconded by Freeholder Dublin

**RATIFYING TERMS AND CONDITIONS OF A MEMORANDUM
OF AGREEMENT WITH DISTRICT 1199J
(UNITED NURSES ORGANIZATION RANK AND FILE NURSING DIVISION)
JULY 1, 2006 TO JUNE 30, 2011**

WHEREAS, the County Executive, Thomas A. DeGise, has negotiated a Memorandum of Agreement with District 1199J (United Nurses Organization Rank and File Nursing Division) for the period July 1, 2006 to June 30, 2011; and

WHEREAS, the aforementioned Memorandum of Agreement which has been ratified by the membership of the Union, is deemed acceptable to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The aforesaid Memorandum of Agreement which is reflected in a Memorandum now on file in the Office of the Clerk to this Board, is hereby approved and ratified.
3. This resolution shall take effect immediately.

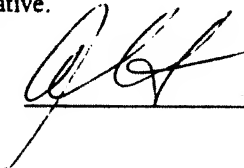
Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	✓				O'Dea	✓			
DiDomenico	✓				Rivas	✓			
Dublin	✓				Rivera	✓			
Fitzgibbons	✓				Chairman Liggio	✓			
Lange				✓					

SOURCE:

Finance & Administration

RM:gw

It is hereby certified that at the regular meeting of the Board of Freeholders of the County of Hudson held on the 12 day of April A.D. 2007, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.


_____, Clerk

APPROVED AS TO LEGAL FORM

BY: 
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL